UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

SANTA FE HEALTHCARE, LLC,
dba VILLA MARIA ELENA
HEALTHCARE CENTER

and Case 21-CA-37593

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 434B

Patrick Cullen and Irma Hernandez, Attys., Counsels for the General Counsel,
Region 21, Los Angeles, California.
Thomas Lenz and Jonathan Judge Attys., Counsel for Respondent,
Atkinson, Andelson, Loya, Ruud & Romo, Cerritos, California,
Juanita Orquia, Administrator, Fidelity Health Care, for Respondent.
Dana S. Martinez, Atty., Counsel for Charging Party,
Holguin, Garfield and Martinez, Los Angeles, California.

DECISION

I. Statement of the Case

Lana H. Parke, Administrative Law Judge. This matter was tried in Los Angeles, California on December 17, 2007[1] upon a Complaint and Notice of Hearing (the Complaint) issued August 30, 2007 by the Regional Director of Region 21 of the National Labor Relations Board (the Board) based upon charges filed by Service Employees International Union, Local 434B (the Union).[2] The Complaint, as amended at the hearing, alleges Santa Fe Healthcare, LLC, dba Villa

[1] All dates are in 2006 unless otherwise indicated.

[2] At the hearing, the General Counsel amended the complaint as follows:

- Replaced paragraph 4(b) with "On or about June 14, 2006, Sycamore Asset Management was assigned as temporary manager to operate and maintain the Villa Maria Elena facility by the State of California Department of Health Services."
- In paragraph 5(a), replaced the words "From about July 2006, when Rancho Tanjay Healthcare Center, Inc. went into receivership and…" with "On about June 14, 2006."
- In paragraph 8(a) replaced all references to "July 2006" with "June 14, 2006."

Maria Elena Healthcare Center (the Respondent) violated Sections 8(a)(1) and (5) of the National Labor Relations Act (the Act).[3] Respondent essentially denied all allegations of unlawful conduct.

II. Issues

1. Was the Respondent a successor to Rancho Tanjay Healthcare Center, Inc. on and after December 1?
2. Since December 4, has the Respondent violated Sections 8(a)(5) and (1) of the Act by refusing to bargain with the Union concerning the terms and conditions of employment of employees in an appropriate unit represented by the Union?
3. Did the Respondent violate Section 8(a)(5) and (1) of the Act by failing and refusing to furnish the Union with requested information necessary for and relevant to the performance of the Union's duties as the collective bargaining representative of an appropriate unit of the Respondent's employees.

III. Jurisdiction

Respondent, a California corporation, has, since December 1, been engaged in the operation of a skilled nursing facility located at 2309 North Santa Fe Avenue, Compton, California (the Villa Maria Elena facility).[4] Since December 1, Respondent has derived gross revenues in excess of $100,000 and purchased and received at the facility goods valued in excess of $5,000, which originated from points located outside the state of California. I find Respondent has at all relevant times been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. Respondent admits, and I find, the Union has at all relevant times been a labor organization within the meaning of Section 2(5) of the Act.[5]

IV. Findings of Fact

A. Alleged Violations of 8(a)(5)

1. Bargaining History

The State of California Department of Health Services licensed Rancho Tanjay Healthcare Center, Inc. (Tanjay) to operate and maintain the Villa Maria Elena facility.[6] Tanjay and the Union were parties to a collective-bargaining agreement effective by its terms from December 1, 2002 to November 30, 2005, succeeded by an agreement effective May 1 to

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[3] Sec. 8(a)(1), 29 U.S.C. §158(a)(1), provides that it shall be an unfair labor practice to interfere with, restrain, or coerce employees in the exercise of their rights set forth in §7 of the Act, 29 U.S.C. §157, i.e., the right, in relevant part, to bargain collectively through representatives of their own choosing. Sec. 8(a)(5), 29 U.S.C. §158(a)(5) provides that it shall be an unfair labor practice for an employer to refuse to bargain collectively with representatives of his employees.

[4] A skilled nursing facility provides 24-hours-a-day nursing care for its patients at a level above an intermediate care facility and at a level under an acute care hospital.

[5] Unless otherwise explained, findings of fact herein are based on party admissions, stipulations, and uncontroverted testimony.

[6] At all times relevant Marlene Robertson (Ms. Robertson) has been president of Tanjay, which owns the property known as the Villa Maria Elena facility.

June 15, 2008.[7] Each agreement covered the following collective bargaining unit of employees employed at the Villa Maria Elena facility (the Tanjay/Sycamore or historical unit):

> All certified nursing assistants, cooks, dietary aides, laundry, housekeeping, and janitorial employees; excluding all office clerical, executive, confidential, professional, security, registered nurses, licensed vocational nurses, and all supervisors as defined in the Act.

Tanjay operated the Villa Maria Elena facility with approximately 46 unit employees and applied the terms of its collective-bargaining agreement with the Union until June. Because of Tanjay's noncompliance with certain California and federal health code regulations, the California Department of Health Services, on June 14, assigned Sycamore Asset Management (Sycamore) as temporary manager (hereinafter called Tanjay/Sycamore).to operate and maintain the Villa Maria Elena facility. Tanjay/Sycamore assumed operation/management of the Villa Maria Elena facility on June 14, providing the same services as formerly provided by Tanjay to the same patients using the same equipment and with the same employee complement Tanjay/Sycamore recognized the Union as the collective-bargaining representative of the Villa Maria Elena facility employees and applied to them the terms of the existing collective bargaining agreement between Tanjay and the Union.[8] Over the next two months, Tanjay/Sycamore brought the Villa Maria Elena facility into substantial compliance with state and federal regulations.

2. Successorship

On August 18, Tanjay and the Respondent entered into a ten-year lease of the Villa Maria Elena facility along with all of its furniture, furnishings, fixtures, and equipment. On August 18, Tanjay and the Respondent also entered into an Interim Management Agreement, providing for Respondent to assume full management responsibility for the Villa Maria Elena facility, the effective date of which was set by later addendum for December 1. The agreement was signed for Tanjay by Ms. Robertson, President of Tanjay, and for the Respondent by Jeoung H. Lee, Manager.[9]

On November 30, Tanjay/Sycamore posted an announcement at the Villa Maria Elena facility stating that the Respondent would assume operation of the Villa Maria Elena facility on December 1 and inviting employees to submit employment applications if interested in employment with the Respondent without specifying which classifications were to be retained. Also on November 30, the Respondent finalized the following contracts with the following employee providers:

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[7] The recognition clause of each agreement refers to a Board certification of representative. No such certification was introduced into evidence. Tanjay had originally been signatory to a collective-bargaining agreement with the Union's predecessor. According to unrebutted testimony, prior to execution of the 2002-2005 agreement, Tanjay recognized the Union upon demonstration of an authorization card majority of unit employees. Although no documentation of Tanjay's recognition of the Union was presented, I give weight to the testimonial account.

[8] As temporary manager, Sycamore hired personnel to fill employee vacancies, but Tanjay continued to employ the employees at the Villa Maria Elena facility.

[9] Jeoung Lee, along with Il Hie Lee and Paul Lee are principals of KMA Management located in Los Angeles, California and JPH Management, Inc. (JPH) located in Thousand Oaks, California, both of which operate skilled nursing and intermediate care facilities.

- Healthcare Services Group Inc. (HSG), a Pennsylvania corporation, to provide housekeeping, laundry, and janitorial services at the Villa Maria Elena facility.
- Sapphire America Inc. (Sapphire) and RMN Healthcare Services (RMN), each of which operates nurse registries in California, to provide certified nursing assistants (contract CNAs) to the Villa Maria Elena facility upon request by the Respondent.

On December 1, the Respondent assumed operations of the Villa Maria Elena facility. The Respondent operated the skilled nursing facility at the same location, provided the same skilled nursing services to the same patients, maintained the same number of beds and rooms, and utilized the same equipment as the facility had under Tanjay and Tanjay/Sycamore.

As of December 4, the Respondent employed 29 employees as CNAs, cooks, or dietary aids, of whom 22 had previously been employed in bargaining unit positions by Tanjay/Sycamore immediately before the Respondent assumed operation of the Villa Maria Elena facility.

As of December 14, the Respondent employed 37 employees as CNAs, cooks, or dietary aids, of whom 24 had previously been employed in bargaining unit positions by Tanjay/Sycamore immediately before the Respondent assumed operation of the Villa Maria Elena facility. The Respondent employed 15 supervisors who previously worked for Tanjay/Sycamore and 8 supervisors who were not previously employed by Tanjay/Sycamore.

Since December 1, employees of HSG have performed all housekeeping, laundry, and janitorial work performed at the Villa Maria Elena facility under the supervision of HSG supervisors. The Respondent's maintenance supervisors regularly communicate with HSG regarding the performance of the contracted work. Discipline of HSG employees is determined and effected by HSG. HSG housekeeping, laundry, and janitorial employees are subject to HSG's rules and policies.

Since December 1, Sapphire and RMN have supplemented the Respondent's CNA employees by providing contract CNAs to the Villa Maria Elena. Sapphire and RMN invoice the Respondent for the contractually agreed-upon sum for CNAs supplied to the Villa Maria Elena facility, but each determines pay rates and benefits for the CNAs respectively dispatched. Sapphire and RMN control the terms and conditions of employment of and discipline the CNAs supplied to the Villa Maria Elena facility, but their work at the facility is supervised by the Respondent's supervisors.

3. Communications between the Union and the Respondent Regarding Recognition and Bargaining

By letter to JPH, Jeoung Lee, and Il Hie Lee dated December 4 and received on the same day, the Union requested recognition and bargaining for the Villa Maria Elena facility employees in the following classifications: CNA, Cook, Diet/Aides, Laundry, Housekeeping, and Janitor.[10] The Union also requested the following information:

[10] Although the Union's letter was not addressed to the employing entity by precisely correct title, it is clear the Union's bargaining demand and request for information was directed to the employer of unit employees at the Villa Maria Elena facility and constituted valid demands.

1. A current list of all bargaining unit employees, including their names, job titles, shifts, status as full-time or part-time employees, rates of pay, benefits, home addresses and home phone numbers.
2. A copy of your and/or JPH Management Inc.'s purchase, sale, and/or lease agreement for Villa Maria Elena.
3. Copies of all documents referring to and/or concerning the application and hiring of former bargaining unit employees of the predecessor employer by yourself and/or JPH Management Inc., including, without limitation, the completed application forms, completed questionnaires, and documents distributed to those employees.
4. Copies of all documents concerning and/or referring to employment at Villa Maria Elena which you and/or JPH Management Inc. distributed to bargaining unit employees.

By letter dated December 8, attorney Thomas A. Lenz (Mr. Lenz) responded in pertinent part as follows:

> Please note that JPH Management, Inc. does not manage or operate [the Villa Maria Elena facility]. Communications for JPH Management, Inc. should be directed to this office. Accordingly, the Union's requests in the December 4, 2006 letter are respectfully denied.

By letter dated December 14, the Union wrote to Respondent, Jeoung Lee, and Il Hie Lee requesting recognition and bargaining for employees at the Villa Maria Elena facility and repeated its December 4 request for information.[11]

By letter dated December 19, Mr. Lenz on behalf of the Respondent responded as follows in pertinent part:

> Santa Fe Healthcare, LLC began operating [the Villa Maria Elena facility] effective December 1, 2006. Santa Fe Healthcare, LLC is a distinct company with a distinct complement of employees and has distinct operations from the previous employer. Santa Fe Healthcare, LLC has engaged in its own hiring and management decisions. The Union is not the majority representative of the employees employed at the facility in question. Accordingly, the Union's requests in the December 15, 2006 letter are respectfully denied.

The Respondent has continued to refuse to recognize and bargain with the Union as the collective-bargaining representative of any unit of its employees and has not provided any of the information requested by the Union in its December 4 and December 14 letters.

DISCUSSION

A. Positions of the Parties

The General Counsel contends that prior to the Respondent's assumption of operations at the Villa Maria Elena facility on December 1, Tanjay and Sycamore successively employed the employee classifications encompassed in the Tanjay/Sycamore unit, which constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act. Thereafter, the General Counsel argues, although the Respondent severed the

[11] The December 14 request for information inadvertently included references to JPH, for which the Union substituted "Villa Maria Elena Care Center" by letter dated December 15.

classifications of laundry, housekeeping, and janitorial employees from the Tanjay/Sycamore unit by contracting out those functions to HSG, the Respondent, as a successor employer to Tanjay, continued to employ CNAs, cooks, and dietary aides, which employees constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act and are represented by the Union.

The Respondent asserts that the origin of the bargaining relationship between the Union and Tanjay is unclear and thus not entitled to deference and that the Tanjay/Sycamore unit is not an established, appropriate collective bargaining unit. Even if a valid collective-bargaining relationship had existed between the Union and Tanjay/Sycamore before the Respondent took over Tanjay's operations, the Respondent's position is that the Union may not selectively carve a limited bargaining unit from the historically established bargaining unit for successorship purposes and that no continuity of unit exists to justify a finding of successorship. The Respondent further argues that its recognition obligation must be analyzed under an accretion theory, which would preclude any finding of successorship inasmuch as the unrepresented group of employees (laundry, housekeeping, and janitorial employees and contract CNAs) employed at the Villa Maria Elena facility after December 1 exceeded the represented employees.

B. The Tanjay/Sycamore Unit

Except to claim that the provenance of the bargaining relationship, as described in the Tanjay/Sycamore collective-bargaining agreements, is vague, the Respondent has offered no evidence that the historical unit is repugnant to the Act[12] or that the Union was not the majority representative of the unit. Given the collective-bargaining agreements between Tanjay and the Union, the Union enjoys a dual presumption of majority-- a presumption that the Union was the majority representative at the time the contract was executed, and a presumption that its majority continued at least through the life of the contract. See *Emerson Manufacturing Company, Inc,* 200 NLRB 148 (1972); *Shamrock Dairy, Inc., et al.*,119 NLRB 998 (1957) and 124 NLRB 494 (1959), enfd. 280 F.2d 665 (C.A.D.C.), cert. denied 364 U.S. 892 (1960). The burden of rebutting the presumptions rests on the challenger, the Respondent. *Barrington Plaza and Tragniew, Inc.,* 185 NLRB 962 (1970), enforcement denied on other grounds sub nom. N.*L.R.B. v. Tragniew, Inc., and Consolidated Hotels of California*, 470 F.2d 669 (C.A. 9, 1972). The Respondent has not met its burden. Accordingly, I find the Union was the established and valid collective-bargaining representative of the employees of Tanjay in the Tanjay/Sycamore unit at the time the Respondent took over the Villa Maria Elena facility.

C. Accretion

The accretion doctrine ordinarily applies to a new group of employees entering an existing bargaining unit who have common interests with unit members so as to justify their inclusion in the unit. If appropriate, the additional employees are absorbed into the existing unit without first having an election and are governed by the unit's choice of bargaining representative. However, if upon accretion of the new employees, the previously represented employees are no longer a majority in the unit, the Board concludes that no bargaining obligation continues in that unit. See *Frontier Telephone of Rochester, Inc.,* 344 NLRB 1270 (2005) and cases cited therein; *Nott Company,* 345 NLRB 396 (2005).

The Respondent argues that when it succeeded to the operations of the Villa Maria

[12] See *Trident Seafoods, Inc.,* 318 NLRB 738 (1995).

Elena Facility, it introduced a new group of employees into the historical bargaining unit, i.e., the laundry, housekeeping, and janitorial employees contractually provided by HSG and the contract CNAs provided by Sapphire and RMN. Those employees, the Respondent contends, form a valid accretion to the historical bargaining unit, and, as they outnumber the bargaining unit employees, no bargaining obligation exists as to the entire unit.

The Board follows a restrictive policy in applying the accretion doctrine. *Frontier Telephone of Rochester, Inc.,* supra. The Board policy is to find accretion only when the employees sought to be added to an existing bargaining unit have little or no separate identity and share an overwhelming community of interest with the preexisting unit. *E. I. Du Pont De Nemours, Inc*., 341 NLRB 607, 608 (2004). The two factors critical to an accretion finding are employee interchange and common day-to-day supervision. *Ibid.* Neither factor is met in this case with regard to the HSG employees. Inasmuch as the HSG employees are employed by an employer wholly unrelated to the Respondent, they have a group identity separate and distinct from that of the bargaining unit employees. Further, there is no interchange between any HSG classification and any bargaining unit classification, and the HSG employees have completely different supervision from the bargaining unit employees. Finally, accretion of the HSG employees to the bargaining unit would create a multiemployer unit consisting of the user employer (the Respondent) and the supplier employer (HSG). Multiemployer units are appropriate only with the consent of the parties. *Oakwood Care Center,* 343 NLRB 659 (2004). No such consent has been evidenced herein. In these circumstances, the accretion doctrine is inapplicable to the HSG employees.

As for the contract CNAs, although they share common work functions and supervision with the bargaining unit CNAs, their accretion to the bargaining unit would also create a multiemployer unit. No consent to a multiemployer unit among the Respondent, Sapphire, and RMN has been evidenced. Therefore, the accretion doctrine is also inapplicable to the contract CNAs.

D. Successorship Issue

The Supreme Court, in *NLRB v. Burns International Security Services,* 406 U.S. 272 (1972), held that a new employer has a duty to recognize and bargain with an incumbent union when two general factors, which can be summarized as (1) continuity of the enterprise and (2) continuity of the work force, are present. The *Burns* rationale applies to situations where, as here, the union is the established bargaining agent. *Fall River Dyeing and Finishing Corp. v. NLRB,* 482 U.S. 27 (1987). Continuity of the work force requires that the former employees of the predecessor employer who were employed in the predecessor's bargaining unit must comprise a majority of the new employer's complement within the same bargaining unit at the point where the employer has achieved a “substantial and representative complement” of employees. *Fall River,* supra at 47.

Here it is clear, and no party contends otherwise, that continuity of the enterprise exists. Following the Respondent’s takeover of operations, the Villa Maria Elena facility continued as a skilled nursing facility, subject to the same nursing protocols and regulatory requirements as before. The Respondent operated the skilled nursing facility at the same location, provided the same skilled nursing services to the same patients, maintained the same number of beds and rooms, and utilized the same equipment as the facility had under Tanjay and Sycamore. The issue in contention is whether continuity of the work force existed.

Except for the housekeeping, laundry, and janitorial employee classifications, which the Respondent had placed within the control of a separate employer, the Respondent's initial work force was substantially the same as that employed by Tanjay/Sycamore, the predecessor employer. When on December 4, the Union first demanded recognition, 22 of Respondent's 29 employees who were employed in bargaining unit classifications other than housekeeping, laundry, and janitorial had been previously employed by Tanjay/Sycamore immediately before Respondent began operating the facility.[13] On December 14 and 15, when the Union next demanded recognition, 24 of Respondent's 37 employees in bargaining unit classifications other than housekeeping, laundry, and janitorial had been previously employed by Tanjay/Sycamore immediately before Respondent assumed operations. Accordingly, both continuity of the enterprise and continuity of the work force existed.

In a somewhat different approach from its accretion theory, the Respondent contends that the only appropriate bargaining unit must include the housekeeping, laundry, and janitorial employees of HSG and the contract CNAs supplied by Sapphire and RMN who work alongside the unit employees. With the inclusion of those employees, no unit majority of previously represented employees exists.

The Board considers that "the bargaining obligations attendant to a finding of successorship are not defeated by the mere fact that only a portion of a former union-represented operation is subject to a sale or transfer to a new owner, so long as the unit employees in the conveyed portion constitute a separate appropriate unit and comprise a majority of the unit under the new operation." *Simon DeBartelo Group.*, 325 NLRB 1154,1155 (1998), enfd. 241 F.3d 207 (2d Cir. 2001) and cases cited therein. Here, where the Respondent has hired a sufficient number of Tanjay/Sycamore's former employees to constitute a majority of the employee complement in an appropriate unit, and where the Respondent has made no significant change in its scale of operation, substantial continuity exists even though the functions of some employee classifications formerly within the historical unit are performed under contract with another company. *Ibid.*

The classifications of CNA, cook, and dietary aide were appropriately included in the historical unit. Following the Respondent's assumption of Tanjay's operations, those categories were the only remaining unit job classifications employed by Respondent at the Villa Maria Elena Facility. As a discrete portion of the predecessor's historical unit, those classifications constitute an appropriate unit. *Ibid.* For the reasons stated above, inclusion of the housekeeping, laundry, and janitorial employees employed by HSG and the contract CNAs furnished by Sapphire and RMN is not appropriate. Accordingly, the Respondent is obligated to bargain with the Union as the collective-bargaining representative of the remaining unit classifications: CNA, cook, and dietary aide. As of December 4, the following constituted an appropriate unit of the Respondent's employees for purposes of collective-bargaining (the successor unit):

> All certified nursing assistants, cooks, and dietary aides; excluding all office clerical, executive, confidential, professional, security, registered nurses, licensed vocational nurses, and all supervisors as defined in the Act.

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[13] As of December 4, the Respondent's complement of employees at the Villa Maria Elena Facility was "substantial and representative" under Board provisions, as more than 30 percent of the eventual employee complement was employed in more than 50 percent of the job classifications in the appropriate unit. *Shares, Inc. et al.,* 343 NLRB 455, FN 2 (2004).

E. Refusal to Bargain

As outlined above, the Respondent has met the *Burns* criteria for successorship of Tanjay/Sycamore. By December 4, the former employees of Tanjay/Sycamore who were employed in the successor unit comprised a majority of the complement of employees within that unit. Accordingly, since December 4, the Respondent has had a duty to recognize and bargain with the Union as the collective-bargaining representative of employees within the successor unit.

On December 4 and 14, the Union requested recognition by and bargaining with the Respondent as well as certain information relating to personnel particulars, application documents, and employment notices for employees in the successor unit, and the Respondent's purchase, sale, and/or lease agreement for the Villa Maria Elena facility. The Respondent refused to bargain and refused to supply any of the information. Inasmuch as the Respondent was legally obligated to bargain with the Union under *Burns* and inasmuch as the requested information is relevant and necessary to the Union's role as the employees' collective-bargaining representative, the Respondent's refusals violated Section 8(a)(5) (and (1) of the Act.[14]

Conclusions of Law

1. The Respondent, Santa Fe Healthcare, LLC, dba Villa Maria Elena Healthcare Center, is an employer engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union, Service Employees International Union, Local 434B, is a labor organization within the meaning of Section 2(5) of the Act.
3. The Respondent is, and has been since December 4, a successor to Rancho Tanjay Healthcare Center, Inc.
4. The following unit of the Respondent's employees is appropriate for collective-bargaining purposes within the meaning of Section 9(b) of the Act:

   All certified nursing assistants, cooks, and dietary aides; excluding all office clerical, executive, confidential, professional, security, registered nurses, licensed vocational nurses, and all supervisors as defined in the Act.

5. The Union has been at all times since December 4, 2006, and is, the exclusive bargaining representative of the employees in said unit for the purposes of collective bargaining within the meaning of Section 9(a) of the Act.
6. Since December 4, 2006, the Respondent has violated Section 8(a)(5) and (1) of the Act by refusing to bargain with the Union concerning the terms and conditions of employment of employees in the above-described appropriate unit.
7. Since December 4, 2006, the Respondent has violated Section 8(a)(5) and (1) of the Act by refusing to provide the Union with the information requested in its letters dated December 4, 14, and 15, 2006.

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[14] See *Windsor Convalescent Center of North Long Beach,*351 NLRB No. 44, slip op. 5 (2007); *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967); *American Signature, Inc.,* 334 NLRB 880 (2001). The Respondent does not argue that the requested information is not relevant to the terms and conditions of the successor unit employees' employment.

8. The unfair labor practices set forth above affect commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

Remedy

Having found the Respondent has engaged in certain unfair labor practices, I find it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. If the Respondent implemented changes in terms or conditions of employment subsequent to the setting of its initial terms and conditions of employment for the above-described unit, the Respondent must notify the Union, in writing, of such changes. Upon request by the Union, the Respondent must rescind each change and make the affected employees whole for any loss of earnings or benefits suffered as a result of any such change.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[15]

ORDER

The Respondent, Santa Fe Healthcare, LLC, dba Villa Maria Elena Healthcare Center, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with Service Employees International Union, Local 434B (the Union), as the collective bargaining representative of its employees in the following unit:

> All certified nursing assistants, cooks, and dietary aides; excluding all office clerical, executive, confidential, professional, security, registered nurses, licensed vocational nurses, and all supervisors as defined in the Act.

(b) failing and refusing to bargain collectively and in good faith with the Union by refusing to provide the information necessary to represent unit employees, as requested in its letters dated December 4,14, and 15, 2006.

(c) in any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) On request, bargain with the Union as the exclusive representative of the employees in the above-described unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Promptly notify the Union, in writing, of all changes in terms or conditions of employment of the above-described unit that have been implemented by the Respondent subsequent to the setting of its initial terms and conditions of employment for the above-described unit.

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[15] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(c) Upon request by the Union, rescind each change made in terms or conditions of employment of the above-described unit subsequent to the setting of initial terms and conditions of employment for the above-described unit.

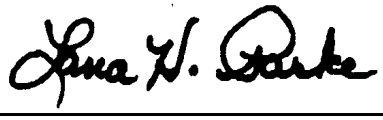
(d) Make the employees in the above-described unit whole for any loss of earnings or benefits suffered as a result of any changes made in their terms and conditions of employment subsequent to the setting of initial terms and conditions of employment for the above-described unit.

(e) Furnish the Union with the information requested by it in its letters dated December 4, 14, and 15, 2006.

(f) Within 14 days after service by Region 21, post, at conspicuous places, including all places where notices to employees are customarily posted, copies of the attached Notice. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in this proceeding, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since December 4, 2006.

(g) Within 21 days after service by the Region, file with the Regional Director of Region 21 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply with this Order.

Dated: Washington, D.C. February 22, 2008



Lana H. Parke
Administrative Law Judge

APPENDIX
NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT do anything that interferes with these rights. More particularly,
WE WILL NOT refuse to bargain in good faith with Service Employees International Union, Local 434B, AFL-CIO (the Union) over the terms and conditions of employment of employees in the following unit:

All certified nursing assistants, cooks, and dietary aides; excluding all office clerical, executive, confidential, professional, security, registered nurses, licensed vocational nurses, and all supervisors as defined in the Act.

WE WILL NOT fail or refuse to provide information requested by the Union in its letters dated December 4,14, and 15, 2006, which is necessary and relevant to the Union's representation of unit employees.
WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed to you by Section 7 of the Act.

WE WILL upon request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the above-described bargaining unit.
WE WILL promptly notify the Union, in writing, of all changes in terms or conditions of employment of the above-described unit that have been implemented by us subsequent to the setting of our initial terms and conditions of employment for the above-described unit.
WE WILL upon request by the Union, rescind each change made in terms or conditions of employment of the above-described unit subsequent to the setting of initial terms and conditions of employment for the above-described unit.

WE WILL make the employees in the above-described unit whole for any loss of earnings or benefits suffered as a result of any changes which we have made in their terms and conditions of employment subsequent to the setting of our initial terms and conditions of employment for the above-described unit.
WE WILL furnish the Union with the information requested by it in its letters dated December 4, December 14, and December 15, 2006.

Santa Fe Healthcare, LLC,
dba Villa Maria Elena Healthcare Center
(Respondent)

Dated: _____ By: _____
(Name and Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov

888 South Figueroa Street, 9th Floor
Los Angeles, California 90017-5449
Hours: 8:30 a.m. to 5 p.m.
213-894-5200

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 213-894-5229.